fusion but purport to follow the general rule. *Anderson* v. *Prindle*, 23 Wend. (N. Y.) 616; *Ludington* v. *Garlock*, 9 N. Y. Supp. 24, 29 N. Y. St. 600. In several states the necessary notice to terminate a tenancy from month to month is fixed by statute. MO., REV. STAT., 1909, § 7883; NEW JERSEY, ACTS OF 1903, c. 13, § 3. Since a week or month respectively is in most cases a reasonable notice, and since certainty is always desirable, the rule of the American cases seems sound.

LANDLORD AND TENANT — SUBLETTING FOR ILLEGAL PURPOSES — RIGHT TO RECOVER RENT. — A lessor leased premises knowing that the lessee intended to sublet them for the purpose of running a bawdy house, but there was no evidence that the lessor intended the premises to be so used. *Held*, that the lessor may recover rent. *Ashford* v. *Mace*, 146 S. W. 474 (Ark.).

Illegal use of premises may render a lease void on the ground of public policy, where a lessor has linked himself with the illegal purposes of the lessee. *Ralston* v. *Boady*, 20 Ga. 449; *Berni* v. *Boyer*, 90 Minn. 469, 97 N. W. 121. Thus a lessor knowing of and intending the illegal use cannot recover rent. *Ralston* v. *Boady*, *supra*. But a lessor ignorant of the illegal use can clearly recover. *Commagere* v. *Brown*, 27 La. Ann. 314; *Zink* v. *Grant*, 25 Oh. St. 352. Where the lessor has knowledge of but does not intend the illegality, some courts deny him recovery. *Burton* v. *Dupree*, 19 Tex. Civ. App. 275, 46 S. W. 272. *Cf. Smith* v. *White*, L. R. 1 Eq. 626. But the contrary view, expressed in the principal case, is often taken. *Miller* v. *Maguire*, 18 R. I. 770, 30 Atl. 966; *Updike* v. *Campbell*, 4 E. D. Smith (N. Y.) 570. Consistently with this view, most courts hold that a vendor knowing of but not intending the illegal use of goods sold can recover the purchase price. *Hill* v. *Spear*, 50 N. H. 253; *Graves* v. *Johnson*, 179 Mass. 53, 60 N. E. 383. But see *Tracy* v. *Talmage*, 14 N. Y. 162, 215. The true basis for these decisions seems to be that a lessor or vendor who encourages and inspires the illegal act becomes a party to it; but mere knowledge of probable illegal acts by another does not in any way influence their commission. It is reasonable, therefore, that it should not prevent a recovery for the use of the property.

LIBEL AND SLANDER — ACTS AND WORDS ACTIONABLE — WORDS CHARGING FAILURE TO PAY DEBT. — The selling agent of the defendant company wrote to the general officers of a corporation alleging that the plaintiff, who was the local manager of the corporation, was indebted to the defendant for the price of a sewing machine purchased by the manager's wife, and that despite his repeated promises he had failed to pay the debt. The allegation was false. The plaintiff brought suit for libel. *Held*, that a demurrer should be sustained on the ground that the words were not libelous. *Stannard* v. *Wilcox & Gibbs Sewing Machine Co.*, 84 Atl. 335 (Md.).

This decision is placed on the ground that the words used do not touch or concern the plaintiff in his business. But written words never depend for their actionable quality upon the fact that they refer to the plaintiff in his business capacity. *Sanderson* v. *Coldwell*, 45 N. Y. 398. See *McDermott* v. *Union Credit Co.*, 76 Minn. 84, 78 N. W. 967, 79 N. W. 673. The explanation of this distinction between oral and written defamation is more historical than theoretical. See *Thorley* v. *Lord Kerry*, 4 Taunt. 355, 364. But see *Dauncey* v. *Holloway*, [1901] 2 K. B. 441, 448. Written defamation has always been cognizable only in the common-law courts; but in the early law oral defamation was within the purview of the ecclesiastical courts. See STATUTE OF CIRCUMSPECTE AGATIS, 13 EDW. I. Nor originally was there any doctrine making oral words less actionable than written. See STARKIE, LAW OF SLANDER AND LIBEL, 6. Jealous of the ecclesiastical court's authority, the common-law judges extended their jurisdiction from time to time by devising exceptional classifications of

oral defamation which should be suable only in their courts. After the abolition of the ecclesiastical courts only the oral words which fell within these exceptional classes were actionable. See BOWER, CODE OF ACTIONABLE DEFAMATION, App. V, § 4; TOWNSHEND, SLANDER AND LIBEL, 4 ed., § 56. Slanders concerning one's trade or business make up one of the classifications so devised. See *Lumby* v. *Allday*, 1 Cromp. & Jer. 301. In the principal case as the words were written and not oral, their actionability must depend solely upon whether they produce appreciable injury to the reputation of the plaintiff. *Cramer* v. *Riggs*, 17 Wend. (N. Y.) 209. See ODGERS, LIBEL AND SLANDER, 5 ed., 1. The words used in the principal case seem at least susceptible of defamatory construction. *Cf. White* v. *Parks*, 93 Ga. 633, 20 S. E. 78; *Muetze* v. *Tuteur*, 77 Wis. 236, 46 N. W. 123; *Sanders* v. *Edmondson*, 56 S. W. 611 (Tex. Civ. App.). Hence the court should allow the jury to determine what interpretation is correct. *Sturt* v. *Blagg*, 10 Q. B. 906; *Hamilton* v. *Lowery*, 33 Ind. App. 184, 71 N. E. 54.

LIMITATION OF ACTIONS — WAIVER OF STATUTE — WORDS NECESSARY. — In an action to recover on an obligation the defendant pleaded the statute of limitations. The plaintiff set up a written waiver made after the statutory period had run, referring to the "alleged claim," and waiving "all rights of defense . . . by reason of the statute of limitations." *Held*, that the waiver is not binding on the defendant. *Small* v. *Jones*, 75 S. E. 605 (Ga.).

The principal case conforms to the majority rule that a waiver to be operative must clearly imply a new promise to pay the barred debt. *Martin* v. *Broach*, 6 Ga. 21; *Stockett* v. *Sasscer*, 8 Md. 374. The statutory defense was originally explained on the presumption of payment rebuttable by any acknowledgment of indebtedness. *Dowthwaite* v. *Tibbut*, 5 M. & S. 75. One modern explanation conceives of a new binding promise supported by the moral obligation raised by the past debt. *Pittman* v. *Elder*, 76 Ga. 371. But this view is at variance with the present attitude of the courts toward executed consideration. *Moore* v. *Elmer*, 180 Mass. 15, 61 N. E. 259. Moreover, if this explanation were correct, moral consideration would apply no less to a promise to waive the statutory defense. But such is not the law. *Stockett* v. *Sasscer*, *supra*. The only explanation logically tenable is that the statutory bar is a personal defense, allowed by the rules of procedure, which, under certain conditions, the party will be deemed to have irrevocably waived. The arbitrary rule requiring a promise to pay seems referable to the existence of the doctrine of adequate moral consideration at the time when the statute was regarded as destroying, not the remedy, but the actual debt.

PAROL EVIDENCE RULE — SUBSTANTIVE LAW EXPRESSED IN TERMS OF EVIDENCE — DEED: PAROL AGREEMENT THAT IT IS TO TAKE EFFECT ON CONDITION. — In an action by a lessee for the breach of the lease, the lessor sought to prove an oral agreement that the lease had been delivered conditionally. *Held*, that the evidence was properly excluded. *American Bill Posting Co.* v. *Geiger*, 137 N. Y. Supp. 148.

For more than half a century it has been settled that parol evidence could be brought in to show that a written contract was in fact subject to an oral condition precedent. *Pym* v. *Campbell*, 6 E. & B. 370; *Cleveland Refining Co.* v. *Dunning*, 115 Mich. 238, 73 N. W. 239. This is allowed, not to vary the terms of the writing, but to show that no contract ever existed. When carried to its full extent, this doctrine abolishes the rule of substantive law, masquerading as a rule of evidence, that a deed cannot be delivered in escrow to the grantee. This rule, although said by text-books to be the law in England, is not fully supported by the authorities there. See NORTON, DEEDS, 16 *et seq.*; PHIPSON, EVIDENCE, 552. In this country, however, a deed cannot be delivered